IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O. O. C. J.

SUMMARY SUIT NO.1340 OF 2006

M/s.Welport Trading Co.Pvt.Ltd. ...Plaintiff.
Versus
M/s. Mamta Twisters Pvt. Ltd. ...Defendant.

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Mr. G.M. Jain for the Plaintiff.
None for the Defendant.

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CORAM : DR. D.Y. CHANDRACHUD, J.

March 26, 2007.

P.C.:

The suit has been instituted under the provisions of Order 37 of the Code of Civil Procedure, 1908, for the recovery of an aggregate sum of Rs.4,26,01,422/- together with interest. The amount claimed in the suit is due under 31 invoices for goods sold, supplied and delivered. At Exh.C1 to C31 of the Plaint are copies of the High Seas Sale agreements between the parties. The Defendant issued several post dated cheques which were dishonoured on presentation.

The Defendant has not entered appearance despite having been served with the writ of summons. An affidavit of service has been filed. The Plaintiff has tendered a compilation of the original documents which is taken on record. The claim in the

suit is established on the basis of documentary evidence placed on the record. Even otherwise, the Defendant having failed to enter appearance, the Plaintiff is entitled to a decree as prayed. The suit falls within the purview of the provisions of Order 37 of the Code of Civil Procedure, 1908.

In the circumstances, there shall be a decree as prayed in terms of prayer clause (a), except for the modification that the Plaintiff is entitled to interest at the rate of 9% per annum from the date of the suit until payment or realisation.

Refund of Court fee, if any, as per rules.

Certified copy of the decree is expedited.

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